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August 27, 2014

VIA FEDERAL EXPRESS

Felicia Jackson, EPS
U.S. Environmental Protection Agency
Superfund Enforcement and Information Management Branch
Atlanta Federal Center, 11th Floor
61 Forsyth Street, S.W.
Atlanta, GA 30303

**Re: Response to EPA Request for Information Pursuant to CERCLA § 104(e)
Smokey Mountain Smelters Superfund Site, Knoxville, Knox County, Tennessee**

Dear Ms. Jackson:

This letter responds to the United States Environmental Protection Agency's ("EPA") June 25, 2014 Request for Information pursuant to Section 104(e) of CERCLA ("the Request"), sent to The Mosaic Company as the parent company of Agrico Chemical Company, concerning the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee. EPA granted The Mosaic Company an extension until August 29, 2014 to submit this response. As we discussed on July 29, 2014, The Mosaic Company is a public company and is providing links to its financial statements filed with the United States Securities and Exchange Commission ("SEC") in lieu of providing Enclosure C of the Request. Please let me know if you would like to receive hard copies of these documents. Pursuant to CERCLA § 104(e)(7) and 40 C.F.R. Part 2, Subpart B, The Mosaic Company asserts a business confidentiality claim over the information provided in the response to Question 10 and is providing that response under separate cover.

The Mosaic Company makes the following objections and general points with respect to the Request:

1. The Mosaic Company generally objects to the Request to the extent it seeks information or documents protected from discovery by the attorney-client privilege, the attorney work product doctrine, the joint defense or common interest privilege, the self-evaluative privilege or any other applicable privilege or doctrine. Nothing contained in these objections or the responses below is intended as, or shall in any respect be determined to be, a waiver of any such privilege.
2. The Mosaic Company generally objects to the Request to the extent it seeks confidential or proprietary business information of The Mosaic Company or any settlement confidential information.
3. The Mosaic Company generally objects to the Request to the extent it seeks information and/or documents not in the possession, custody or control of The Mosaic Company.



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4. The Mosaic Company generally objects to the Request to the extent it is overbroad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence or information necessary or useful to EPA's investigation, or beyond the authority provided in CERCLA Section 104(e).

5. The Mosaic Company generally objects to the Request to the extent it seeks information which may be derived or ascertained from documents already within the knowledge, possession or control of EPA.

6. This response reflects a thorough and diligent search of The Mosaic Company's records. However, The Mosaic Company makes no representation that all such records have been located and searched. The Mosaic Company reserves the right to supplement this response in the event that it locates additional responsive non-privileged documents or information, but does not have the obligation to do so, as EPA does not have the authority under CERCLA Section 104(e) to impose a continuing obligation on The Mosaic Company to provide additional information after it delivers this response.

7. As instructed in the Definitions section of the Request, The Mosaic Company is responding for itself to those questions soliciting information about the "Respondent," even though EPA has alleged that "...chemicals at the Site originated **from the operations of Agrico Chemical Company**, a subsidiary of The Mosaic Company." (Emphasis added). The Mosaic Company has done so without waiving any right or defense it may have to allegations it is liable for any conditions at the Site.

Notwithstanding the foregoing objections, and preserving and without waiving them, The Mosaic Company responds to the Request, incorporating each of the above objections, as follows:

Individuals who were directly involved in determining substantive information used in these responses are the following:

Sarah Sorenson	Brenda Sweeney
Environmental Counsel	Corporate Records and Information Manager
The Mosaic Company	The Mosaic Company
3033 Campus Drive	3033 Campus Drive
Suite E490	Suite E490
Plymouth, MN 55441	Plymouth, Minnesota 55441

Additionally, Robert Pence, Vice President and Securities Counsel, and Ian Goodkind, Senior Director Financial Reporting, at The Mosaic Company were consulted with respect to the responses to Questions 7 and 11; Judson Thomas, Manager Tax, and Jessica Person, Senior Tax Accountant, at The Mosaic Company were consulted with respect to the response to Question 10; Nancy Chadwick, Paralegal Lead, at The Mosaic Company was consulted with respect to the

responses to Questions 1 and 7; and Alicia Kildau, Corporate Records Specialist, at The Mosaic Company was consulted with respect to the response to Questions 4 and 9.

1. Confirm all identifying information for The Mosaic Company including:

a. Legal name, including any “doing business as” name;

The Mosaic Company

b. Date and state of incorporation and corporate status;

The Mosaic Company was incorporated in Delaware on March 25, 2004 and is in good standing under the laws of the State of Delaware.

c. Complete mailing and physical address of the central office; and

The Mosaic Company, 3033 Campus Drive, Suite E490, Plymouth, MN 55441

d. Name and mailing address of your registered agent.

The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

2. Identify each person authorized to discuss this Site with EPA by:

a. Full name and title;

Sarah J. Sorenson, Environmental Counsel

b. Mailing address and physical address; and

3033 Campus Drive, Suite E490, Plymouth, MN 55441

c. Daytime telephone number.

(763) 577-8254

3. Describe the corporate relationship of The Mosaic Company to Agrico Chemical Company, including but not limited to the historical association of the two entities, and when Agrico Chemical Company became a subsidiary of The Mosaic Company.

Agrico Chemical Company is an indirect, wholly-owned subsidiary of The Mosaic Company.

Based on a review of records in The Mosaic Company's possession:

- Continental Oil Company assigned the stock of Agrico Chemical Company to The Williams Companies on February 1, 1972. (A copy of the stock certificate evidencing the assignment of shares is attached hereto at Tab 1.)
- Continental Oil Company, Agrico Chemical Company, and The Williams Companies entered into a Purchase Agreement dated February 1, 1972, whereby Continental Oil Company sold to Agrico Chemical Company all of the assets used in its plant foods business, including its Agrico Chemical Division. Under Section V.B. of the Agreement, Continental Oil Company expressly assumed "liability for all claims, demands and causes of action against Conoco accruing prior to February 1, 1972." (A copy of relevant sections of the February 1, 1972 Purchase Agreement is attached hereto at Tab 2.)
- Agrico Chemical Company was merged with and into Willchemco, Inc., and the surviving corporation was named Agrico Chemical Company on June 30, 1972. (A copy of the relevant sections of the Certificate of Agreement of Merger of Agrico Chemical Company Merging Willchemco, Inc. Under Name of Agrico Chemical Company is attached at Tab 3.)
- Freeport-McMoRan Resource Partners, Limited Partnership purchased substantially all of the assets of Agrico Chemical Company and assumed substantially all of the liabilities of Agrico Chemical Company under an Asset Purchase Agreement among Freeport-McMoRan Resource Partners, Limited Partnership, The Williams Companies, and Agrico Chemical Company dated February 28, 1987. Freeport-McMoRan Resource Partners, Limited Partnership did not assume any claims or liabilities to the extent such claims or liabilities are covered by insurance policies or indemnification arrangements with third parties under which The Williams Companies or Agrico Chemical Company is a named insured or beneficiary. (A copy of relevant sections of the February 28, 1987 Asset Purchase Agreement is attached at Tab 4.)
- Freeport Uranium Recovery Company, a wholly-owned subsidiary of Freeport-McMoRan Inc., purchased the stock of Agrico Chemical Company from The Williams Companies under a Stock Purchase Agreement dated February 28, 1987. (A copy of relevant sections of the February 28, 1987 Stock Purchase Agreement is attached at Tab 5.)

- The stock of Agrico Chemical Company was issued to Freeport-McMoRan Resource Partners, Limited Partnership on December 22, 1997. (A copy of the stock certificate evidencing this issuance is attached at Tab 6.)
- Freeport-McMoRan Resource Partners, Limited Partnership changed its name to Phosphate Resource Partners Limited Partnership on January 27, 1998. (A copy of the Certificate of Amendment to Amended and Restated Certificate of Partnership of Freeport-McMoRan Resource Partners, Limited Partnership is attached at Tab 7.)
- Phosphate Resource Partners Limited Partnership merged with and into Phosphate Acquisition Partners L.P. on October 19, 2004. PRP-GC LLC and FMRP Inc., two wholly owned subsidiaries of The Mosaic Company, currently hold the partnership interests in Phosphate Acquisition Partners L.P. (A copy of the Certificate of Merger of Phosphate Resource Partners Limited Partnership into Phosphate Acquisition Partners L.P. is attached at Tab 8.)

4. Describe the nature of the business conducted by Agrico Chemical Company at the Site, including but not limited to its ownership or lessee status, as well as the chemicals produced at, transported to and from, and otherwise associated with the Site. To the extent there were changes over time in the nature of the business, describe those changes.

After conducting a thorough and diligent search of records in its possession, The Mosaic Company has been unable to identify any documents or other information relating to the nature of any business conducted by Agrico Chemical Company at the Site, including but not limited the chemicals produced at, transported to and from, or otherwise associated with the Site.

In connection with the sale by Continental Oil Company to Agrico Chemical Company of the assets used in its plant food business, Continental Oil Company conveyed a fertilizer plant in Knoxville, Tennessee to Agrico Chemical Company on February 1, 1972. (A copy of the Special Warranty Deed and Assignment and relevant page of Schedule "A" thereto is attached at Tab 9.) The Mosaic Company has not located additional information regarding the fertilizer plant such as its address or legal description and does not know if that fertilizer plant is related to the Site. Based upon historical documentation, it appears that Agrico Chemical Company sold a property in Knoxville, Tennessee to Lease Investment, Inc. in January of 1973. (A copy of relevant correspondence is attached at Tab 10.) The Mosaic Company has not located other information regarding the property sold such as its address or legal description and does not know if that property is related to the Site.

- 5. Describe the manner of handling any waste materials generated by the business operated at the Site by Agrico Chemical Company, providing documentation of such practices including but not limited to the location of any off-site disposal of wastes.**

After conducting a thorough and diligent search of records in its possession, The Mosaic Company has been unable to identify any documents or other information relating to the manner of handling any waste materials generated at or disposed from the Site by Agrico Chemical Company.

- 6. Identify the persons responsible for the daily operations of the business of Agrico Chemical Company at the Site.**

After conducting a thorough and diligent search of records in its possession, The Mosaic Company has been unable to identify any documents or other information relating to the persons responsible for any daily operations of Agrico Chemical Company at the Site.

- 7. Describe the current status of Agrico Chemical Company, including but not limited to its corporate, operational and financial status.**

Agrico Chemical Company is a Delaware corporation in good standing under the laws of the State of Delaware. Agrico Chemical Company presently does not conduct operational activities.

- 8. Provide a list of all property and casualty insurance policies (e.g., comprehensive general liability, environmental impairment liability, and automobile liability policies) associated with Agrico Chemical Company's operation of the Site. Specify the insurer, policy, effective dates, and state the per occurrence policy limits for each policy. Copies of policies may be provided in lieu of a narrative response.**

The Mosaic Company is not aware of any insurance policies associated with Agrico Chemical Company's operation of the Site.

- 9. Identify all persons, including but not limited to individuals or entities associated with the business of Agrico Chemical Company or any prior parent, subsidiary, successor or other related corporation or other business entity, that may be responsible for the liabilities of Agrico Chemical Company arising from or relating to the release or threatened release of hazardous substances at the Site.**

Please see the response to Question 3. Based upon a review of records in the possession of The Mosaic Company:

- In connection with the sale by Continental Oil Company to Agrico Chemical Company of the assets used in its plant food business, Continental Oil Company conveyed a fertilizer plant in Knoxville, Tennessee to Agrico Chemical Company on February 1, 1972. (See Tab 9.) The Mosaic Company has not located additional information regarding the fertilizer plant such as its address or legal description and does not know if that fertilizer plant is related to the Site. Under the February 1, 1972 Purchase Agreement among Continental Oil Company, Agrico Chemical Company, and The Williams Companies, Continental Oil Company retained “liability for all claims, demands and causes of action against Conoco accruing prior to February 1, 1972.” (See Tab 2.)
- Based upon historical documentation, it appears that Agrico Chemical Company sold a property in Knoxville, Tennessee to Lease Investment, Inc. in January of 1973. (See Tab 10.) The Mosaic Company has not located other information regarding the property sold such as its address or legal description and does not know if that property is related to the Site.
- Freeport-McMoRan Resource Partners, Limited Partnership purchased substantially all of the assets of Agrico Chemical Company and assumed substantially all of the liabilities of Agrico Chemical Company under an Asset Purchase Agreement among Freeport-McMoRan Resource Partners, Limited Partnership, The Williams Companies, and Agrico Chemical Company dated February 28, 1987. Freeport-McMoRan Resource Partners, Limited Partnership did not assume any liabilities arising out of events prior to the closing to the extent that such liabilities are covered by insurance policies or indemnification agreements with third parties under which The Williams Company or Agrico Chemical Company is a named insured or beneficiary. (See Tab 4.) As described in the response to Question 3, Phosphate Acquisition Partners L.P. is the successor in interest to Freeport-McMoRan Resource Partners, Limited Partnership. (See Tabs 7 and 8).

- 10. Provide copies of income tax returns submitted by Agrico Chemical Company and The Mosaic Company to the federal Internal Revenue Service (IRS) and the state revenue agency in the last five years.**

See Tab 11.

**** Confidential Business Information Claim ****

Pursuant to CERCLA § 104(e)(7) and 40 C.F.R. Part 2, Subpart B, The Mosaic Company asserts a business confidentiality claim over the information provided in the response to Question 10 of this Request, consisting of the documents provided at Tab 11. The Mosaic Company has marked these documents as "Confidential Business Information" and is submitting them under separate cover. The Mosaic Company will substantiate its claim should EPA be required to make a confidentiality determination on these documents.

- 11. Provide copies of financial statements, reports, or projections prepared by, for or on behalf of Agrico Chemical Company and The Mosaic Company for the past five years, whether audited or unaudited, including but not limited to those filed with the Securities and Exchange Commission, state agencies, and financial institutions such as banks.**

Agrico Chemical Company does not have separate financial statements.

Below, please find the links to the 10-K reports, including audited financial statements, for The Mosaic Company filed with the SEC for each of the past five full fiscal years and for the seven month transition period (June 1, 2013 - December 31, 2013). Links to the first and second quarter 2014 10-Q reports filed by The Mosaic Company with the SEC are also provided below.

Transition Report Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312514057263/0001193125-14-057263-index.htm>

FY2013 Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312513292097/0001193125-13-292097-index.htm>

FY2012 Amendment No. 1 to Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312512323518/0001193125-12-323518-index.htm>

FY2012 Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312512304472/0001193125-12-304472-index.htm>

FY2011 Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312511191456/0001193125-11-191456-index.htm>

FY2010 Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312510164140/0001193125-10-164140-index.htm>

FY2009 Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312509154839/0001193125-09-154839-index.htm>

FY2008 Form 10-K:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312508159285/0001193125-08-159285-index.htm>

2Q 2014 Form 10-Q:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312514289449/0001193125-14-289449-index.htm>

1Q 2014 Form 10-Q:

<http://www.sec.gov/Archives/edgar/data/1285785/000119312514185118/0001193125-14-185118-index.htm>

12. For each and every Question contained herein, if any of the documents solicited in this information request are no longer in the possession, custody, or control of The Mosaic Company, then identify the persons from whom such information or documents may be obtained, and indicate the reason why they are no longer available. If the records were destroyed, provide the following:

- a. The company's document retention policy;**
- b. A description of how the records were destroyed and the approximate date of destruction;**
- c. A description of the type of information that would have been contained in the documents;**
- d. The name, job title and most current address known of each person who would have produced these documents; who would have been responsible for the retention of these documents; who would have been responsible for the**

destruction of these documents; and who had or still may have the originals or copies of these documents; and

- e. The names and most current known address of any person who may possess documents relevant to this inquiry.**

After conducting a thorough and diligent search of records in its possession, The Mosaic Company is not aware that it has ever had in its possession, custody, or control any documents or information solicited in this Request not provided herein.

13. Provide any information known to The Mosaic Company linking any other companies or individuals to the hazardous substances found at the Site.

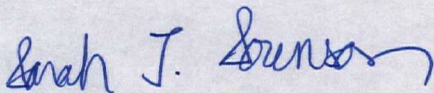
Please see the responses to Questions 3 and 9.

14. Identify any other persons other than those already identified, who may be able to provide a more detailed or complete response to any Question contained herein, or who may be able to provide additional responsive documents. Provide the name, current mailing address and current telephone number of any such person, and the additional information or documents they may have.

Please see the responses to Questions 3 and 9. In particular, Continental Oil Company and The Williams Companies may have information or documents related to the Questions herein.

Regards,

THE MOSAIC COMPANY



Sarah J. Sorenson
Environmental Counsel

Index to Tabs

Tab	Responsive to Question Nos.	General Description
1	3	Stock Certificate
2	3, 9	Sections of February 1, 1972 Purchase Agreement
3	3	Certificate of Agreement of Merger
4	3, 9	Sections of February 28, 1987 Asset Purchase Agreement
5	3	Sections of February 28, 1987 Stock Purchase Agreement
6	3	Stock Certificate
7	3	Certificate of Amendment to Restated Certificate of Partnership
8	3	Certificate of Merger
9	4, 9	Special Warranty Deed and Assignment
10	4, 9	Historical Correspondence
11	10	Tax Returns <i>Submitted under separate cover as Confidential Business Information.</i>

1

CERTIFICATE



For 10 Shares
Issued to
THE WILLIAMS COMPANIES

Dated FEB. 1 1912
FROM WHOM TRANSFERRED

CONTINENTAL CIL

Dated 19

NO. ORIGINAL CERTIFICATE	NO. ORIGINAL SHARES	NO. OF SHARES TRANSFERRED
	10	10

Received CERTIFICATE NO. 1

For 10 Shares
to this 1st day of FEB 1912

NUMBER

SHARES



Agrico Chemical Company

This Certifies That _____ **THE WILLIAMS COMPANIES** is the owner of

Ten _____ Shares of the Capital Stock of

AGRICO CHEMICAL COMPANY, fully paid and non-assessable

transferable only in the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 1st day of February A.D. 1912

10

SHARES

PAID UP

2

PURCHASE AGREEMENT

THIS AGREEMENT, executed as of February 1, 1972, among CONTINENTAL OIL COMPANY, a Delaware corporation (herein called "Conoco"), AGRICO CHEMICAL COMPANY, a Delaware corporation (herein called "Agrico"), and THE WILLIAMS COMPANIES, a Nevada corporation (herein called "TWC").

WITNESSETH:

WHEREAS, Conoco desires to sell, assign, convey, and lease to Agrico all of the assets comprising, primarily related to, or used in its plant foods business, including its Agrico Chemical Division, in the United States and Canada (except for certain assets specified herein); and

WHEREAS, Agrico desires to acquire such assets; and

WHEREAS, TWC, as an inducement to Conoco, agrees to guarantee the performance of this Agreement by Agrico.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties as follows:

SECTION I

Sale and Purchase of Assets and Rights

A. Except as herein set forth, Conoco does hereby sell, transfer, convey, and assign to Agrico, and Agrico does hereby

purchase and acquire, effective as of 12:01 a.m. CST on February 1, 1972, all of Conoco's rights, title, and interest in and to all assets, properties, and rights comprising, primarily related to, or used in its plant foods business in the United States and Canada, including its Agrico Chemical Division, which assets, properties, and rights (all hereinafter collectively referred to as the "plant foods business") are generally, but not inclusively, described as follows:

1. Inventories of raw material, unfinished goods in process, finished or manufactured goods, merchandise for resale, spare parts, containers, maintenance materials, and operating supplies.

2. Automobiles, trucks, rolling stock, application equipment, and other mobile equipment.

3. Machinery, equipment, storage tanks, buildings, improvements, fixtures, and office furniture and fixtures.

4. Intangible properties comprising certain U.S. and foreign patent applications and patents and U.S. and foreign marks, together with the goodwill of that part of the business connected with and symbolized by such marks, and all other trade secrets, proprietary rights, inventions, research data and the like primarily related to or used by Conoco in its plant foods business, subject to,

and as more particularly set forth in, Section XII hereto.

5. Tracts of land and other interests in real estate, mineral interests, mineral properties and deposits, together with the improvements thereto as used in connection with, or primarily related to, Conoco's plant foods business, as specifically shown in Exhibit "A" attached hereto and made a part hereof.

6. Leases, subleases, licenses, and other interests in land (other than fee interests), together with all improvements and fixtures located thereon, as such are used in connection with, or primarily related to, Conoco's plant foods business.

7. All current and pertinent files, books, records, accounts, customer lists, computer programs and other business documents and information, or copies thereof, or portions thereof, used by Conoco in and necessary to the ownership and operation of Conoco's plant foods business, except those specifically excluded by mutual agreement of the parties.

8. It is specifically intended that the assets, properties, and rights sold, transferred, and assigned hereunder, include assets, properties, and rights of the plant foods business of Conoco, whether

or not presently used by or carried on the books of account of said business, if historically or functionally treated to be assets, properties and rights of said business.

9. All of the capital stock owned by Conoco in the following corporations:

<u>Name</u>	<u>State of Incorporation</u>
North Carolina Phosphate Company (50%)	New York
Cajun Sugar Cooperative, Inc. (60 sh. Class A Preferred)	Louisiana
Agricultural Chemicals Limited (100%)	Canada
Fishhawk Ranch, Inc. (100%)	Florida
The American Agricultural Chemical Company (100%)	New Jersey

B. Notwithstanding the preceding grants, the following assets, properties, and rights are specifically excepted from this Agreement and not to be conveyed hereunder: (i) cash, marketable securities, accounts and notes receivable (except cash, marketable securities, accounts and notes receivable of Agricultural Chemicals Limited for which Agrico shall compensate Conoco as provided in Section IV hereof), (ii) claims and litigation against other parties and any proceeds thereof, and (iii) its assets at Carteret, New Jersey.

Conoco shall reserve a leasehold interest for a primary term of ten (10) years, commencing at 12:01 a.m. EST on February 1, 1972, and as long thereafter as any of the hereinafter described minerals is produced hereunder, for the purpose of exploring for,

or note results in a reduction of the gross balance due on such receivable or note in excess of ten percent (10%) or One Thousand Dollars (\$1,000), whichever is the lesser, such compromise settlement shall be made only upon written approval of such representative.

I. Agrico shall reimburse Conoco for the cash, marketable securities and accounts and notes receivable, less total liabilities of Agricultural Chemicals Limited as of February 1, 1972. For this purpose, amounts payable by Agricultural Chemicals Limited to its parent company shall not be considered liabilities. The reimbursement shall be made one sixth (1/6) each month, commencing March 1, 1972. Agrico shall be entitled to deduct from its reimbursements to Conoco any uncollectible accounts and any unrecorded liabilities as of February 1, 1972. Agricultural Chemicals Limited will retain ownership and title to its cash, marketable securities, and notes and accounts receivable, and will continue to be responsible for its liabilities as of February 1, 1972.

SECTION V

Contracts, Leases, and Obligations

A. From and after February 1, 1972, Agrico assumes and agrees to keep, observe, and perform all of the covenants, obligations, and duties, express or implied, imposed upon, assumed by, or agreed to by Conoco under all of the contracts, leases, sub-

leases, licenses, and other agreements ("Contracts") of Conoco specifically respecting the plant foods business being sold hereunder and the operation thereof. Conoco assigns to Agrico, as of February 1, 1972, all of its right, title, and interest in such Contracts which are assignable, and if consent is required for the assignment of any such Contracts, then Conoco and Agrico will use their best efforts to obtain such consent. If consent to assignment is not obtained with respect to any Contract, the parties will cooperate in every reasonable manner to effectuate the performance of any such Contract.

B. Conoco expressly assumes liability for all claims, demands and causes of action against Conoco accruing prior to February 1, 1972. Conoco acknowledges its responsibility for such liability and agrees to indemnify, defend, and hold Agrico and TWC harmless against any such claims, demands or causes of action, including the reimbursement of reasonable attorneys' fees and expenses to Agrico and TWC (provided, however, that Conoco will not be liable for loss of profit from or expenses incurred on or after February 1, 1972 resulting from injunctions or requested injunctions, exclusive of damages sought in connection therewith for which Conoco has assumed liability under this paragraph B, relating to any conditions which existed at February 1, 1972). Agrico shall assist Conoco in the handling and defense of such claims and actions.

historical records and documents as might be required for income tax or financial purposes.

J. Anything in this Agreement to the contrary notwithstanding, under no circumstances will any party be required to complete the sale and purchase of less than substantially all of the assets intended to be sold by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

John A. Seely
Secretary

CONTINENTAL OIL COMPANY

By *Harold W. Bennett*
President - Conoco Chemicals
Division of Continental Oil
Company

ATTEST:

Harold W. Bennett
Secretary

AGRICO CHEMICAL COMPANY

By *R. F. Lundberg*
Chairman of the Board and Chief
Executive Officer

ATTEST:

Harold W. Bennett
Secretary

THE WILLIAMS COMPANIES

By *Sh. Williams*
Chairman of the Board and Chief
Executive Officer

3

CERTIFICATE OF AGREEMENT OF MERGER

OF

AGRICO CHEMICAL COMPANY (DEL.)

MERGING

WILLCHEMCO, INC. (DEL.)

UNDER NAME OF

AGRICO CHEMICAL COMPANY (DEL.)

7704-44
FILED

JUN 30 1972

Walter H. Simpson
SECRETARY OF STATE

00018

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated this 23rd day of June, 1972, made by and between AGRICO CHEMICAL COMPANY, a Delaware corporation, hereinafter sometimes called "Agrico", with its principal office in the State of Delaware, at 100 West Tenth Street, Wilmington, Delaware, and WILLCHEMCO, INC., a Delaware corporation, hereinafter sometimes called "Willchemco", with its principal offices in the State of Delaware at 100 West Tenth Street, Wilmington, Delaware, such corporations being hereinafter sometimes collectively called "the Constituent Corporations",

W I T N E S S E T H T H A T:

WHEREAS, Agrico is a corporation duly organized and existing under the laws of the State of Delaware having been incorporated on January 27, 1966, and having an authorized capital stock consisting of 200 shares, all of which are of one class with no par value, of which shares 10 shares are issued and outstanding; and

WHEREAS, Willchemco is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on February 26, 1971, and having an authorized capital stock consisting of 10,000 shares, all of which are of one class with a par value of \$1.00 a share, of which shares 10,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and generally to the welfare and advantage of each of the Constituent Corporations that Agrico be merged into Willchemco and they have duly approved and authorized the form of this Agreement of Merger; and

WHEREAS, the laws of the State of Delaware permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of the State of Delaware;

NOW THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that Agrico shall be and it hereby is merged into Willchemco, which shall be the surviving corporation, hereinafter sometimes referred to as the Surviving Corporation, pursuant to Section 251 of General Corporation Law of the State of Delaware, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. Certificate of Incorporation of Surviving Corporation.

The Certificate of Incorporation of the Surviving Corporation shall be the Amended Certificate of Incorporation of Willchemco as in effect on the date hereof, except that upon the effective date of the merger the First Article thereof shall be and is by this Agreement of Merger amended to read as follows:

"FIRST. The name of the Corporation is
AGRICO CHEMICAL COMPANY"

and the Fifth Article thereof shall be and is by this Agreement of Merger amended to read as follows:

"FIFTH. The total number of shares of stock which the corporation shall have authority to issue is 20,000 shares of common stock, par value \$1.00 per share, amounting in the aggregate to \$20,000.00."

The Amended Certificate of Incorporation of Willchemco, as hereinabove amended, shall constitute the composite Certificate of Incorporation of the Surviving Corporation unless and until further amended in the manner provided by law, and is hereby incorporated in and made a part of this Agreement of Merger with the same force and effect as if set forth in full herein.

2. Bylaws of Surviving Corporation.

The Bylaws of Willchemco, as they shall exist upon the effective date of the merger, shall be and remain and continue to be the Bylaws of the Surviving Corporation until they shall be altered, amended, or repealed in accordance with law, the Certificate of Incorporation or such Bylaws.

3. Directors and Officers.

(a) Persons who are Directors of Willchemco on the effective date of the merger shall be and remain and continue to be Directors of the Surviving Corporation; such Directors shall hold office until the first annual meeting of the stockholders of the

of common stock of the Surviving Corporation as of any date subsequent to the effective date of the merger shall be paid to such holder with respect to the number of shares of common stock of the Surviving Corporation represented by such outstanding certificate or certificates; but, upon surrender of such outstanding certificate or certificates, there shall be paid to the record holder of the certificate or certificates for common stock of the Surviving Corporation issued in exchange therefor the amount of dividends which theretofore have become payable with respect to the number of shares of common stock of the Surviving Corporation represented by the certificate or certificates issued in the exchange.

6. Effect of merger.

Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers, and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

7. Delivery of Deeds and Instruments.

From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in paragraph 6 hereof

seals to be hereunto affixed and attested, all as of the day and year first above written.



[Signature]
Assistant Secretary

AGRICO CHEMICAL COMPANY

By *[Signature]*
President



[Signature]
Secretary

WILLCHEMCO, INC.

By *[Signature]*
Chairman of the Board

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Be it remembered that on this 23rd day of June, 1972, personally came before me Peggy Pongratz, a Notary Public in and for the State aforesaid, John F. Babbitt, Jr., President of AGRICO CHEMICAL COMPANY, a corporation of the State of Delaware, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said John F. Babbitt, Jr. as such President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said AGRICO CHEMICAL COMPANY, that the signatures of the said President and the Assistant Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of said President and Assistant Secretary of said AGRICO CHEMICAL COMPANY, and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

 (Notarial Seal)

My Commission Expires:

October 7, 1975



Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Be it remembered that on this 23rd day of June, 1972, personally came before me Peggy Pongratz, a Notary Public in and for the State aforesaid, Chairman of the Board of Directors of WILLCHEMCO, INC., a corporation of the State of Delaware, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Kenneth F. Lundberg, as such Chairman of the Board of Directors, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said WILLCHEMCO, INC., that the signatures of the said Chairman of the Board of Directors and the Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of said Chairman of the Board of Directors and Secretary of said WILLCHEMCO, INC., and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



Notary Public

(Notarial Seal)

My Commission Expires:

October 7, 1975

C E R T I F I C A T E

I, E. V. Friedrich, an Assistant Secretary of AGRICO CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary and under the seal of the said corporation, that the Agreement of Merger to which this Certificate is attached, after having been first duly approved by Resolution of the Board of Directors of said corporation and by Resolution of the Board of Directors of WILLCHEMCO, INC., a Delaware corporation, the other corporate party, was duly submitted to the stockholders of said AGRICO CHEMICAL COMPANY at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation, upon waiver of notice, signed by all the stockholders, for the purpose of considering and taking action upon said Agreement of Merger, that ten (10) shares of stock of said corporation were on said date issued and outstanding, that the holders of ten (10) shares voted in favor of approval and that the holders of None (0) shares voted against approval, that the proposed Agreement of Merger was therefore approved by the affirmative vote of the holders of at least a majority of the voting power of the stockholders of said corporation, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said AGRICO CHEMICAL COMPANY, and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said AGRICO CHEMICAL COMPANY
on this 23rd day of June, 1972.



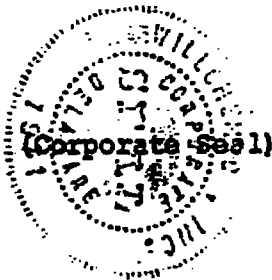
E. V. [Signature]
Assistant Secretary

C E R T I F I C A T E

I, Major O. Brunner, Secretary of WILLCHEMCO, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this Certificate is attached, after having been first duly approved by Resolution of the Board of Directors of said corporation and by Resolution of the Board of Directors of AGRICO CHEMICAL COMPANY, a Delaware corporation, the other corporate party, was duly submitted to the stockholders of said WILLCHEMCO, INC. at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation, upon waiver of notice, signed by all the stockholders, for the purpose of considering and taking action upon said Agreement of Merger, that ten thousand (10,000) shares of stock of said corporation were on said date issued and outstanding, that the holders of ten thousand (10,000) shares voted in favor of approval and that the holders of None (0) shares voted against approval, that the proposed Agreement of Merger was therefore approved by the affirmative vote of the holders of at least a majority of the voting power of the stockholders of said corporation, and that thereby the Agreement of Merger was at said meeting duly

adopted as the act of the stockholders of said WILLCHEMCO, INC.,
and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said WILLCHEMCO, INC. on
this 23rd day of June, 1972.




Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on said Agreement of Merger by the Assistant Secretary of AGRICO CHEMICAL COMPANY and by the Secretary of WILLCHEMCO, INC., the President of AGRICO CHEMICAL COMPANY and the Chairman of the Board of WILLCHEMCO, INC. do now hereby execute the said Agreement of Merger and the Assistant Secretary of AGRICO CHEMICAL COMPANY and the Secretary of WILLCHEMCO, INC. do now hereby attest the said Agreement of Merger as the respective act, deed and agreement of each of said corporations, on this 23rd day of June, 1972.



(Corporate Seal)

ATTEST:

R. V. Kline
Assistant Secretary

AGRICO CHEMICAL COMPANY

By John H. Babbitt
President

(Corporate Seal)

ATTEST:

Raymond J. Guerner
Secretary

WILLCHEMCO, INC.

By Keith F. Lundberg
Chairman of the Board

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EXECUTION COPY

A-1

ASSET PURCHASE AGREEMENT

Dated as of February 28, 1987

Among

**FREEPORT-McMORAN RESOURCE PARTNERS,
LIMITED PARTNERSHIP**

THE WILLIAMS COMPANIES

and

AGRICO CHEMICAL COMPANY

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of February 28, 1987 among FREEPORT-McMORAN RESOURCE PARTNERS, LIMITED PARTNERSHIP, a Delaware limited partnership ("FMRP"), THE WILLIAMS COMPANIES, a Nevada corporation ("Williams"), and AGRICO CHEMICAL COMPANY, a Delaware corporation ("Agrico") and a wholly-owned subsidiary of Williams,

W I T N E S S E T H :

WHEREAS, FMRP, Williams and Agrico desire that FMRP purchase from Agrico, and that Agrico sell to FMRP, substantially all of the assets of Agrico and that FMRP assume substantially all of the liabilities of Agrico, with the exceptions herein set forth;

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants, agreements and conditions contained herein, the parties hereto hereby agree as follows:

ARTICLE I

Purchase, Sale and Assumption

1.01. Purchase and Sale. On the terms and subject to the conditions of this Agreement, FMRP agrees to purchase from Agrico and Agrico agrees to sell, transfer and assign to FMRP, and Williams agrees to cause Agrico to so sell, transfer and assign, at the time of the Closing (as defined in Section 2.01), but effective as of the close of business on February 28, 1987 (the "Effective Date"), all of the Agrico Assets (as defined in Section 1.02(a)). It is understood that, notwithstanding anything herein to the contrary, upon completion of the Closing (as defined in Section 2.01), the Agrico Businesses will be deemed to have been operated for the benefit and at the risk of FMRP from the Effective Date. Accordingly, upon completion of the Closing and without in any way altering the obligations of the parties as set forth in this Agreement (including without limitation the obligations of Williams and Agrico pursuant to Sections 5.01(c) and 5.07), all profits and losses of, and transactions effected with respect to, the Agrico Businesses from

(iv) All rights, tax refunds, credits and claims with respect to Excluded Liabilities (as defined in Section 1.03(c)), including, without limitation, any funds associated with any pension or similar employee benefit obligations specified in Section 1.03(c)(v) and any rights with respect to existing union contracts covering Agrico employees;

(v) The interest of Agrico in certain affiliates, as set forth in Schedule 1.02(b)(v);

(vi) The deferred Freeport Contract Modification Costs as shown on the Balance Sheet;

(vii) Williams' rights in its internally developed payroll personnel computer software programs, unless used exclusively in connection with Agrico employees (the "PP Software") and insurance software programs; and

(viii) All rights of Agrico and Williams hereunder.

(c) The term "Agrico Businesses" means all activities of Agrico related to the mining, processing, manufacturing, handling, transportation, distribution and sale of agricultural minerals and chemicals except as related to Excluded Assets and Excluded Liabilities.

1.03. Assumption of Liabilities. (a) On the terms and subject to the conditions of this Agreement, FMRP agrees, at the time of the Closing, but effective from the Effective Date, to assume the Assumed Liabilities.

(b) The term "Assumed Liabilities" means all liabilities and deferred credits of Agrico of whatever kind and whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable, to the extent such liabilities arise from events occurring prior to the Effective Date or relate to any period ending at or prior to the Effective Date, other than Excluded Liabilities (as defined in Section 1.03(c)).

(c) The term "Excluded Liabilities" means any liability of whatever kind and whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable and whenever arising, relating to or constituting

(i) Federal, state, local and foreign income taxes, including deferred taxes, with respect to operations of Agrico and its Subsidiaries during any period ending at or prior to the close of business on the Effective Date;

(ii) any advances, loans, notes or other obligations (including interest incurred on such advances, loans, notes and other obligations) owed to Williams or any subsidiary or affiliate of Williams, other than obligations for goods and services incurred in the ordinary course of the Agrico Businesses on reasonable commercial terms;

(iii) any indemnity payments or similar obligations arising under any "safe harbor" leases as a result of the consummation of the transactions contemplated hereby or otherwise;

(iv) any claims or liabilities relating to Excluded Assets (except (A) liabilities arising directly out of and attributable to FMRP's actual mining activity in the Saddle Creek Property in the exercise of its mining rights pursuant to Section 1.02(a)(ix) and (B) as provided in Section 6.05(c));

(v) except as provided under Article VIII of the Management Agreement attached hereto as Schedule 5.12(c) and Section 6.05(c), (A) any pension or other benefit obligations with respect to employees of Agrico arising out of or attributable to any period ending at or prior to the close of business on the Effective Date or any conduct of Agrico or Williams during any such period including any pension or other benefit obligations arising out of any existing contracts with labor unions; (B) any liability under ERISA (as defined herein) arising out of (x) any actions taken by Williams or Agrico with respect to the pension and employee benefit plans covering any Agrico employees prior to the Effective Date and by Williams thereafter or (y) the transactions contemplated by this Agreement, including without limitation, any "transferee liability" that may be asserted as a result of FMRP's acquisition of the Agrico Assets; and (C) any liability under any existing contracts with labor unions;

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(vi) deferred credits on the Balance Sheet (as defined in Section 3.05) which relate to deferred profit from the transfer of certain assets to Crop Production Services;

(vii) any Agrico liability for the gypsum closure provided for in Section 8 of Amendment No. 3 to the Agreement dated as of November 1, 1972 between Agrico, Freeport Chemical Company and Freeport Phosphate Rock Company;

(viii) any liability of whatever kind and whether or not accrued or fixed, absolute or contingent, determined or determinable and whenever arising, known to Agrico or Williams but not reflected on the Balance Sheet or otherwise disclosed on Schedule 3.09 which would or is likely to have a material adverse effect on Agrico, the Agrico Businesses or the assets thereof;

(ix) any liability involving criminal activities, fraud or willful misconduct on the part of Agrico or its employees, agents, officers or directors, including, without limitation, liabilities of the type referred to in Section 3.17;

(x) any sales or use taxes payable to St. James Parish, Louisiana and the State of Louisiana in respect of sulphur purchases by Agrico during any period ending prior to the Effective Date;

(xi) any claims or liabilities, known (except as identified on Schedule 3.37(d)) or unknown, arising out of events occurring prior to the closing, but only to the extent such claims or liabilities are covered by insurance policies or indemnification arrangements with third parties under which Williams or Agrico is a named insured or beneficiary; and

(xii) any claims or liabilities relating to conditions (existing on or prior to the Effective Date) identified on Schedule 3.37(d) on properties identified on Schedule 3.37(d) to the extent (A) such claims or liabilities are covered by insurance policies or indemnification arrangements with third parties under which Williams or Agrico is a named insured or beneficiary or (B) such claims or liabilities are covered by Williams indemnity to FMRP under Section 5.07(b).

sents, in each case as promptly as practicable, and will cooperate promptly and fully with FMRP with respect to the HSR Act (and any request for additional information thereunder).

(b) Agrico agrees to obtain any and all consents required to transfer to FMRP (whether by deed, sublease or lease assignment) all of Agrico's beneficial interest in, its Blytheville Facilities.

5.05. Confidentiality. Williams and Agrico will, and will cause its Subsidiaries (at all times prior to the Closing) to, use their reasonable efforts to preserve the confidentiality of all proprietary information of Agrico and its Subsidiaries and all confidential or proprietary information obtained with respect to FMRP and its businesses.

5.06. Further Assurances. Agrico will use reasonable efforts to facilitate and effect the implementation of the transfer of the Agrico Assets to FMRP and, for such purpose but without limitation, Agrico will promptly, at and after the Closing Date, execute and deliver to FMRP such assignments, deeds, bills of sale, consents and other instruments as FMRP or its counsel may reasonably request as necessary or desirable for such purpose (and as to which the general counsel of Williams has no reasonable objection).

5.07. Indemnification for Excluded Liabilities.
(a) Except as provided in Section 5.07(b), Williams hereby indemnifies FMRP and (effective upon the Closing Date) each Subsidiary against, and agrees to hold them harmless from, all Excluded Liabilities and any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) for or on account of or arising from or in connection with any Excluded Liability, it being understood that FMRP agrees to give Williams prompt notice of any claim with respect to which it may be entitled to indemnity under this Section 5.07(a) and that Williams shall have the right to (and shall, upon the request of FMRP) assume the defense of any such claim (to the extent FMRP is so indemnified).

(b) Williams hereby indemnifies and holds harmless FMRP from and against all loss, liability, claim, damage or expense, including reasonable legal fees and expenses (in excess of the first \$5,000,000 of the cumulative aggregate amount thereof, which shall be borne by FMRP) for or on account of or arising from or in connection with the clean-up or other remedial treatment of sites listed on Schedule 3.37(d) mandated under federal, state or local environmental

any affiliate as a result of any failure to comply with any "bulk sales" or similar laws.

11.08. Agrico Transfers. Agrico shall have the right to transfer the Excluded Assets to anyone at any time.

11.09. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.10. Table of Contents; Captions. Any Table of Contents relating to this Agreement and the captions herein are included for convenience of reference only, are not a part of this Agreement and shall be ignored in the construction and interpretation hereof.

11.11. Entire Agreement. This Agreement, together with the Agreements referred to in Sections 2.02, 5.12(c), 5.13 and 9.01(f), embodies the entire agreement and understanding of the parties hereto, and supersedes any prior understandings and agreements, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

FREEPORT-McMORAN RESOURCE PARTNERS,
LIMITED PARTNERSHIP

By FREEPORT MINERALS COMPANY, as
Administrative Managing
General Partner

By Rene L. L. L. L.

FREEPORT-McMORAN INC.,
as Special General Partner

By [Signature]

THE WILLIAMS COMPANIES

BY

Joseph H. Williams

AGRICO CHEMICAL COMPANY

BY

W. J. Williams

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10-2-87
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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT dated as of February 28, 1987 between Freeport Uranium Recovery Company ("FURC") and The Williams Companies ("Williams"),

W I T N E S S E T H :

WHEREAS, Freeport-McMoRan Resource Partners, Limited Partnership ("FMRP") has entered into an Asset Purchase Agreement with Agrico Chemical Company ("Agrico") and Williams dated as of February 28, 1987 (the "Asset Purchase Agreement") with the intention of purchasing all of the Agrico Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Williams and Agrico expect that third-party consents with respect to the transfer of certain Agrico Assets may not be obtained prior to the "Settlement Date" (which for purposes of this Agreement and the Asset Purchase Agreement means December 31, 1987 or such earlier date as the parties hereto and to the Asset Purchase Agreement shall mutually agree) so as to permit the transfers to FMRP intended in the Asset Purchase Agreement (such Agrico assets for which no consents shall have been obtained prior to the Settlement Date being referred to herein as the "Non-Transferable Assets");

WHEREAS, the Asset Purchase Agreement provides for a price adjustment requiring Williams to reimburse FMRP on the Settlement Date in an amount equal to the then current fair market value of the Non-Transferable Assets as determined by Williams, FMRP and FURC through good faith negotiations (such amount being referred to herein as the "Price Adjustment");

WHEREAS, Williams wishes to make the benefits of such Non-Transferable Assets available to FURC through the sale to FURC of all of the issued and outstanding capital stock of Agrico; and

WHEREAS, FURC wishes to acquire the Non-Transferable Assets through the purchase of all of the issued and outstanding capital stock of Agrico;

ment and this Agreement) entitling any person, firm, trust, corporation or other entity to purchase or otherwise acquire any capital stock of Agrico. None of the Shares was issued in violation of any preemptive or other similar right of any stockholder.

(d) Title to Non-Transferable Assets. The representations and warranties contained in the Asset Purchase Agreement with respect to Agrico's right, title and interest in and to the Agrico Assets are true and correct as applied to the Non-Transferable Assets.

(e) Assets and Liabilities as of the Settlement Date. As of the Settlement Date, all Excluded Assets and Excluded Liabilities (as such terms are defined in the Asset Purchase Agreement) will have been transferred to or assumed by Williams, and Agrico will have (i) no assets other than the Non-Transferable Assets and (ii) no liabilities of any kind whatsoever, whether or not accrued and whether or not contingent or absolute, determined or determinable other than liabilities assumed by FMRP pursuant to the Asset Purchase Agreement or which may be related to the Non-Transferable Assets (such assumed or related liabilities being referred to as the "Liabilities"). There is no existing condition, situation or set of circumstances which could reasonably result in liabilities referred to in clause (ii) above, other than the Liabilities.

4. Representations and Warranties by FURC

FURC hereby represents and warrants to Williams as follows:

FURC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance hereof and the consummation of the transactions contemplated hereby by FURC have been duly authorized by all necessary corporate action and this Agreement is a valid and binding agreement of FURC enforceable against FURC in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency and other similar laws relating to creditors' rights generally. Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby by FURC do or will violate or conflict with, constitute a breach or

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that neither this Agreement nor any right hereunder may be assigned by either party without the consent of the other party except that FURC may assign this Agreement or any rights hereunder to any of its affiliates.

(d) Entire Agreement; Amendment. This Agreement, together with the Asset Purchase Agreement, embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements with respect thereto. This Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

(e) Counterparts. This Agreement may be executed in one or more counterparts all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by FURC and delivered to Williams and one or more counterparts have been signed by Williams and delivered to FURC.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of each of the parties hereto as of the day and year first above written.

FREEPORT URANIUM RECOVERY COMPANY

By Russell L. Lotolano

THE WILLIAMS COMPANIES

By William L. Williams

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NUMBER

7

SHARES

20,000

A Delaware Corporation

Agrico Chemical Company

This Certifies That

Freeport-McMoRan Resource Partners,
Limited Partnership

is the owner of

Twenty Thousand

Shares of the Capital Stock of

AGRICO CHEMICAL COMPANY, fully paid and non-assessable

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this -22nd- day of December A.D. 1971

ATTEST:

[Signature]

SHARES

\$100

PER SHARE

7

Delaware

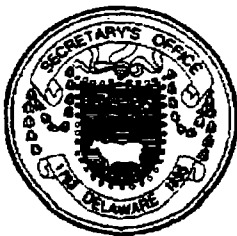
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FREEPORT-MCMORAN RESOURCE PARTNERS, LIMITED PARTNERSHIP", CHANGING ITS NAME FROM "FREEPORT-MCMORAN RESOURCE PARTNERS, LIMITED PARTNERSHIP" TO "PHOSPHATE RESOURCE PARTNERS LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE NINTH DAY OF JANUARY, A.D. 1998, AT 8:30 O'CLOCK A.M.

2088630 8100

070586094



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5688988

DATE: 05-18-07

**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED CERTIFICATE
OF LIMITED PARTNERSHIP**

**OF
FREEPORT-McMoRan RESOURCE PARTNERS, LIMITED PARTNERSHIP**

WHEREAS, on April 17, 1986, a Certificate of Limited Partnership in the name of Freeport-McMoRan Resource Partners, L.P. (the "Partnership") was filed with the Secretary of State of Delaware (the "Original Certificate"); and

WHEREAS, on June 13, 1986, an Amended and Restated Certificate of Limited Partnership changing the name of the Partnership to Freeport-McMoRan Resource Partners, Limited Partnership was filed with the Secretary of State of the State of Delaware (the "Amended and Restated Certificate"); and

WHEREAS, effective January 17, 1989, a Certificate of Amendment to Amended and Restated Certificate of Limited Partnership reflecting the withdrawal of Geysers Geothermal Company as a general partner and the admission of McMoRan Oil & Gas Co., a Delaware corporation, as a new general partner was filed with the Secretary of State of the State of Delaware (the "First Certificate of Amendment"); and

WHEREAS, effective January 5, 1990, a Certificate of Amendment to Amended and Restated Certificate of Limited Partnership reflecting the withdrawal of Freeport Phosphate Rock Company as a general partner was filed with the Secretary of State of State of Delaware (the "Second Certificate of Amendment"); and

WHEREAS, effective April 16, 1990, a Certificate of Amendment to the Amended and Restated Certificate of Limited Partnership reflecting that through transfers and merger, the two remaining general partners of the Partnership were Freeport-McMoRan Inc., a Delaware corporation ("FTX") and FMRP Inc., a Delaware corporation, was filed with the Secretary of State of State of Delaware (the "Third Certificate of Amendment"); and

WHEREAS, effective as of 1:00 p.m. (Eastern Standard Time) on December 22, 1997, FTX was merged (the "Merger") with an into IMC Global Inc., a Delaware corporation ("IMC"), pursuant to the Agreement and Plan of Merger by and between IMC and FTX dated as of August 26, 1997; and

WHEREAS, IMC has become the Administrative Managing General Partner and Special General Partner of the Partnership as a result of the Merger,

NOW, THEREFORE, pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Delaware Act"), as amended, the undersigned does hereby make, subscribe and swear to the following amendments in writing according to the laws of the State of Delaware:

Article I shall be amended as follows:

The name of the limited partnership is "Phosphate Resource Partners Limited Partnership" (hereinafter referred to as the "Partnership").

Article IV shall be amended as follows:

The names and addresses of the general partners of the Partnership are as follows:

**IMC Global Inc. 2100 Sanders Road
Northbrook, IL 60062**

**FMRP Inc. 1209 Orange Street
Wilmington, DE 19801**

IN WITNESS WHEREOF, IMC Global Inc., as the Administrative Managing General Partner and Special General Partner has executed this amendment as of January 9, 1998.

**IMC Global Inc., as Administrative
Managing General Partner and
Special General Partner**

**BY: Rose Marie Williams
Rose Marie Williams
Title: Secretary**

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Delaware

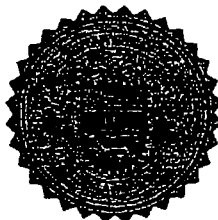
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PHOSPHATE RESOURCE PARTNERS LIMITED PARTNERSHIP", A DELAWARE LIMITED PARTNERSHIP,

WITH AND INTO "PHOSPHATE ACQUISITION PARTNERS L.P." UNDER THE NAME OF "PHOSPHATE ACQUISITION PARTNERS L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF OCTOBER, A.D. 2004, AT 11:53 O'CLOCK A.M.



3768769 8100M
040752461

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3418933

DATE: 10-19-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:53 AM 10/19/2004
FILED 11:53 AM 10/19/2004
SRV 040752461 - 3768769 FILE

CERTIFICATE OF MERGER**OF****PHOSPHATE RESOURCE PARTNERS LIMITED PARTNERSHIP****INTO****PHOSPHATE ACQUISITION PARTNERS L.P.**

Pursuant to Title 6, Sec. 17-211 of the Delaware Revised Uniform Limited Partnership Act, the undersigned surviving limited partnership submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation of each of the domestic limited partnerships which are to merge are:

Name	Jurisdiction
Phosphate Resource Partners Limited Partnership	Delaware
Phosphate Acquisition Partners L.P.	Delaware

2. An agreement and plan of merger has been approved and executed by each of the domestic limited partnerships which are to merge.
3. The name of the surviving limited partnership is: Phosphate Acquisition Partners L.P.
4. The agreement of merger is on file at a place of business of the surviving limited partnership, which is located at 100 South Saunders Road, Suite 300, Lake Forest, Illinois 60045.
5. A copy of the agreement of merger will be furnished by the surviving limited partnership, on request and without cost, to any partner of either of the domestic limited partnerships or any person holding an interest in either of the domestic limited partnerships which are to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 19th day of October, 2004.

PHOSPHATE ACQUISITION PARTNERS L.P.

By: PRP-GP LLC, a Delaware limited liability company and its administrative managing general partner

By: 

Name: J. Reid Porter

Title: Chairman, President and Chief Executive Officer

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SPECIAL WARRANTY DEED
AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL OIL COMPANY, a Delaware corporation, with an office at 30 Rockefeller Plaza, New York, New York, hereinafter called "Party of the First Part", in consideration of the sum of One Hundred Dollars (\$100.00) lawful money of the United States in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign unto AGRICO CHEMICAL COMPANY, a Delaware corporation with an office at 825 National Bank of Tulsa Building, Tulsa, Oklahoma, hereinafter called "Party of the Second Part", its successors and assigns, forever, all of the real property and interests in real property of Party of the First Part, with the improvements thereon, situated, lying and being in the Counties and States and more particularly described as follows:

All real property and interests in real property as set forth and described on Schedule "A" attached; and

All mineral property and rights and interests in mineral property as set forth and described on Schedule "B" attached; and

All leasehold and rights and interests in leaseholds as set forth and described on Schedule "C" attached;

said Schedules "A" "B" and "C" are hereby made a part of this Special Warranty Deed and Assignment the same as if written herein at length

RESERVING unto Party of the First Part a leasehold interest for a primary term of ten (10) years, commencing at 12:01 a.m. EST on February 1, 1972, and as long thereafter as any of the hereinafter described minerals is produced hereunder, for the purpose of exploring for, drilling for, extracting and producing oil, gas and other hydrocarbons, and copper and associated metallic minerals, in, on or under the fee and mineral fee properties conveyed to Party of the Second Part hereunder. Said lease or leases shall require achievement of actual production of minerals in paying quantities within the primary term. In addition to tracts on which production has actually been achieved, production shall be deemed to be achieved as to all additional tracts leased by Party of the First Part hereunder in which Party of the First Part has established an area of interest based on such actual production. As to such additional tracts, all rights of Party of the First Part under the lease or leases thereto shall terminate at 12:00 p.m. January 31, 1987 for the tracts on which no actual production has by then been achieved. Leases for all other tracts shall expire with the primary term. Said leasehold interests shall subject to limitations: (i) such lease or leases shall be subordinated to Party of the Second Part's rights to extract minerals not covered by said lease or leases and the reclamation of the property after extraction; (ii) the operations under said lease or leases shall be conducted at all times in a manner not detrimental to the then existing or prospective use of the surface of any such property, including, but not limited to, restrictions on drilling

on designated tracts, limitations on the number of separate drilling locations, preservation of esthetic values by camouflaging, burying or hiding permanently installed equipment, and relocation of gathering lines and pipelines, all at lessee's expense. Party of the Second Part shall not be entitled to receive rents, royalties or bonuses under such lease or leases.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, appurtenances and estate thereto belonging or in any wise appertaining forever.

As against all persons claiming by, through or under Party of the First Part, said Party of the First Part, for itself and its successors, covenants that it has not encumbered the above described real property and interests in real property in any manner whatsoever, that good right to convey all of said properties is vested in Party of the First Part and said Party of the First Part fully warrants and will defend the title to all the said properties as against the lawful claims of all persons by, through or under said Party of the First Part, but does not otherwise covenant or warrant. This Special Warranty Deed and Assignment is made subject to (i) leases, easements and other conditions of record in the county in which each of said properties is situated, (ii) conditions on the ground which an accurate survey would disclose, (iii) easements, restrictions, leases and other encumbrances not appearing of record but made or suffered in the ordinary course of the plant foods business of Party of the First Part, and (iv) minor title deficiencies and irregularities, all of which are warranted by Party of the First Part not to materially interfere with Party of the Second Part's use of said properties for its plant foods business as a whole.

IN WITNESS WHEREOF, the Party of the First Part has caused its corporate name to be hereunto subscribed by the undersigned, and its duly attested corporate seal to be hereunto affixed by its Secretary, the day and year below written.

DATED this 1st day of February, 1972, at New York, New York.

(SEAL)

ATTEST:

CONTINENTAL OIL COMPANY,
a Delaware corporation

John B. L. L. L.
Secretary

By *Howard C. Blount*
President - Conoco Chemicals
Division of Continental Oil Company

Signed in the presence of:

James A. Arby, Jr.
Charles W. Johnson
Two Witnesses

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss.

A C K N O W L E D G M E N T

On the 1st day of February, 1972, before me personally came HOWARD W. BLAUVELT, to me known, who, being by me duly sworn, did depose and say that he resides at 59 Londonderry Drive, Greenwich, Connecticut 06830, and that he is the President - Conoco Chemicals Division of Continental Oil Company, the corporation described in and which executed the above Special Warranty Deed and Assignment; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation, and that he signed his name thereto by like authority.

Given under my hand and seal of office the day and year last above written.



ROSEMARY FERGUSON
Notary Public, State of New York
No. 377874785
Qualified in New York County
Commission Expires March 30, 1974

1600

REPORT NO. 01-2002

REAL PROPERTIES DEPARTMENT CATALOGUE

ATE-TENNESSEE

DEPARTMENT-AGRICO-MEMPHIS OFF

PROPERTY NUMBER	COUNTY	DEPT ADMIN-NUM	OFFICE	TYPE	PROPERTY INTENDED-USE	STATUS	ACRES	INT	ACQ DATE	UP DATE
855-000 DAVE	29	256	MEMPHIS FEE	PLANT-SITE	AS INTENDED		12.94	1.00	10-58	06-70
DESC-MEMPHIS, TENN. RMKS-CENT TENN FERT PLANT. LEN RR CO.										
894-000 GIBSON	53	256	MEMPHIS FEE	FACILITY	AS INTENDED		2.00	1.00	06-65	06-70
DESC-MILAN, TENN. RMKS-NONE GIVEN										
888-000 GREENE	59	256	MEMPHIS FEE	FACILITY	AS INTENDED		2.24	1.00	03-65	06-70
DESC-CHATTANOOGA, TENN. RMKS-SO RR CO. AUSTIN ST @ SE COR.										
889-000 JEFFERSON	89	256	MEMPHIS FEE	FACILITY	AS INTENDED		0.12	1.00	10-58	06-70
DESC-JEFFERSON CITY, TENN. RMKS-WHSE ON SO RR CO. MECHANIC ST										
892-000 KNOX	93	256	MEMPHIS FEE	PLANT-SITE	AS INTENDED		11.19	1.00	10-58	06-70
DESC-KNOXVILLE, TENN. RMKS-SO RR CO. COMPLETE FERT PLANT.										
896-000 LAKE	95	256	MEMPHIS FEE	FACILITY	AS INTENDED		2.00	1.00	02-51	06-70
DESC-RIDGELY, TENN. RMKS-IC RR CO.										
886-000 MCINN	107	256	MEMPHIS FEE	FACILITY	AS INTENDED		3.34	1.00	00-00	06-70
DESC-ATHENS, TENN. RMKS-SO RR CO SIDE TRK AGMT. LOADING DOCK LSED.										
887-000 MONROE	123	256	MEMPHIS FEE	FACILITY	AS INTENDED		1.67	1.00	12-62	06-70
DESC-SWEETWATER, TENN. RMKS-SO RR CO. BLENDER & WHSE. HWY 11.										
858-000 OBION	131	256	MEMPHIS FEE	FACILITY	AS INTENDED		.50	1.00	10-53	06-70
DESC-UNION CITY, TENN. RMKS-GHEO RR CO.										
943-000 SHELBY	157	256	MEMPHIS FEE	FACILITY	AS INTENDED		23.00	1.00	07-55	06-70
DESC-MEMPHIS, TENN. RMKS-RAIL. WATER/MISS RVR & HWY ACCESS. ARMY AMMUNITION TERM. CONSIDERED										
942-001 SHELBY	157	256	MEMPHIS FEE	FACILITY	IDL-NO PLANS		11.25	1.00	01-55	09-71
DESC-MEMPHIS, TENN. RMKS-VACANT SITE LOCATED ON MISS RIVER LISTED WITH BROKER FOR SALE, LUL										
942-002 SHELBY	157	256	MEMPHIS FEE	FACILITY	AS INTENDED		12.65	1.00	02-65	09-71
DESC-MEMPHIS, TENN. RMKS-NH3 TERMINAL, TANKS, DOCK, SPUR TRACKS, SCALES, OFFICE BLDG, WAREHOUSE,										
943-000 SHELBY	157	256	MEMPHIS FEE	FACILITY	AS INTENDED		.50	1.00	06-63	09-71
DESC-MEMPHIS, TENN. RMKS-FORMER OFFICE BLDG. NOW LEASED TO CHICAGO BRIDGE & IRON AT \$40,000 A										
887-000 SULLIVAN	163	256	MEMPHIS FEE	FACILITY	AS INTENDED		3.10	1.00	10-58	06-70
DESC-BRISTOL, TENN. RMKS-SO RR CO. SPUR TRK OWNED BY AGRICO. SECURITY FEED CO LSES.										
890-000 WASHINGT	179	256	MEMPHIS FEE	PLANT-SITE	AS INTENDED		10.38	1.00	10-58	06-70
DESC-JOHNSON CITY, TENN. RMKS-SO RR CO. STORAGE WHSE & BLENDER.										
891-000 WASHINGT	179	256	MEMPHIS FEE	FACILITY	AS INTENDED		.60	1.00	10-58	06-70
DESC-JOHNSON CITY, TENN. RMKS-SO RR CO. DEPOT LSE, 600 P.A.										
JONESBORO, WASHINGTON COUNTY							0.32		10-58	
PARIS, HENRY COUNTY							0.47		8-55	

FEE 17-PROPERTY-COUNT 75.27-ACRES

OF THE TOTAL ACREAGE IN THESE TWO (2) PLOTS, 17.20 ACRES IS UNDER A SALES CONTRACT TO CITY OF MEMPHIS FOR CASH.

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LAW OFFICES

CHARLES E. RADER

709 MARKET STREET

KNOXVILLE, TENNESSEE 37902

January 29, 1982

Ms. Judy Fox
Willco Properties, Inc.
One Williams Center
P. O. Box 2400
Tulsa, Oklahoma 74101

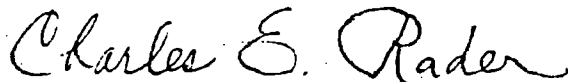
Dear Ms. Fox:

It is my understanding that Mr. David Witherspoon, Jr., talked with you on the telephone this afternoon concerning the need for Agrico Chemical Company to release the lien of the Real Estate Mortgage executed by Lease Investment, Inc., to Agrico Chemical Company and recorded in Trust Book 1662, page 364, Register's Office of Knox County, Tennessee.

At his request I have prepared and enclose herewith the type of Release Deed which is required under Tennessee law. It is my understanding that the indebtedness secured by said instrument was paid some years ago. Therefore I trust that there will be no difficulty in securing execution of the Release Deed by a corporate officer of Agrico Chemical Company.

Please contact me if there are any problems. My telephone number is Area Code 615 525-2188.

Very truly yours,



Charles E. Rader

CER/ap
Enclosure

WILLCO PROPERTIES, INC.

Inter-Office Correspondence

TO: Ken Williams
FROM: Linda J. Brooks
SUBJECT: Knoxville, Tennessee

DATE: February 8, 1982

In January of 1973, Agrico Chemical Company sold the above mentioned property to Lease Investment, Inc. The sale involved a promissory note which the buyer subsequently defaulted on. In 1977, Agrico took Lease Investment, Inc. to court and received the payment for the note. However, a release of the real estate mortgage executed by Lease Investment, Inc. was never removed from record.

Earlier this week we received the attached letter and Release Deed from Charles E. Rader. Robert Legg of Hall Estill has reviewed the Release Deed and finds it acceptable for execution by Agrico. Please have Mr. Hirsch sign same and return to me.

If you have any questions, please advise.

/dp

Attachments

Linda

701.11252A 3/9/82
JLE Knoxville Tenn 10AM

This Instrument was Prepared by
Charles E. Rader, Attorney
709 Market Street
Knoxville, Tenn. 37902

RELEASE DEED

The undersigned, Agrico Chemical Company, a Delaware corporation, hereby declares that it is the true and lawful owner and holder of the claim secured by a Real Estate Mortgage executed by Lease Investment, Inc., a Tennessee corporation, under date of January _____, 1974, and recorded in Trust Book 1662, page 364, in the Register's Office of Knox County, Tennessee, to which instrument reference is hereby made. For a valuable consideration in hand paid, we do hereby acknowledge satisfaction of said claim and do hereby release the lien of said instrument.

IN WITNESS WHEREOF our corporate name has been hereto affixed by a duly authorized officer this _____ day of _____, 1982.

AGRICO CHEMICAL COMPANY

By _____ R/R

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who upon oath acknowledged himself to be the _____ of Agrico Chemical Company, the within named bargainor, a corporation, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing thereto the name of said corporation by himself as _____.

Witness my hand and official seal at office in the State and County aforesaid, this _____ day of _____, 1982.

Notary Public

My commission expires: